



REQUEST FOR PROPOSALS

PRELIMINARY ENGINEERING STUDY FOR DUBLIN BOULEVARD- NORTH CANYONS PARKWAY EXTENSION

City of Dublin

Proposals must be received by: **Friday, July 8, 2016 at 4:00 p.m. (Pacific Time)**

**Nancy McDonnell, Management Analyst
100 Civic Plaza
City of Dublin, CA 94568**

Proposals will be evaluated on the following: a) responsiveness to the Request for Proposal questions, b) experience of the firm, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.



Request for Proposal For Engineering Services

Overview

The City of Dublin, in coordination with the City of Livermore, is seeking a Consultant's assistance in conducting a Preliminary Engineering Study (Study) for the extension of Dublin Boulevard in Dublin to North Canyons Parkway in Livermore. The purpose of the study is to determine the needed number of lanes and surrounding roadway connectivity at the full build-out of the region, produce roadway's Precise Alignment with street cross-sections, generate a right-of-way base map, conduct an appropriate level environmental review, provide planning level cost estimates, and produce a final package that could be used by staff for processing of a Precise Alignment Ordinance.

Project Description:

Consultant shall prepare a Study for both the Cities of Dublin and Livermore. One of the key tasks of this Study will require the Consultant to reconcile differences in project descriptions in the General Plans of Dublin and Livermore, and the Alameda County. Dublin's General Plan recommends a six lane capacity for the new roadway, while Livermore's General Plan recommends a four lane capacity. Due to changes to land uses within the project vicinity, it is possible that a different capacity is now needed. The selected Consultant will conduct a traffic study for this extension to determine the ultimate capacity (number of lanes) of the roadway to be located in the entire extension area, which includes portions of Dublin, Livermore and unincorporated portions of Alameda County.

In addition, this Study shall accommodate the planned extension of BART to Livermore and the planned Isabel TOD area. The preliminary design shall also identify appropriate access points to parcels fronting the new roadway.

Dublin Boulevard Corridor:

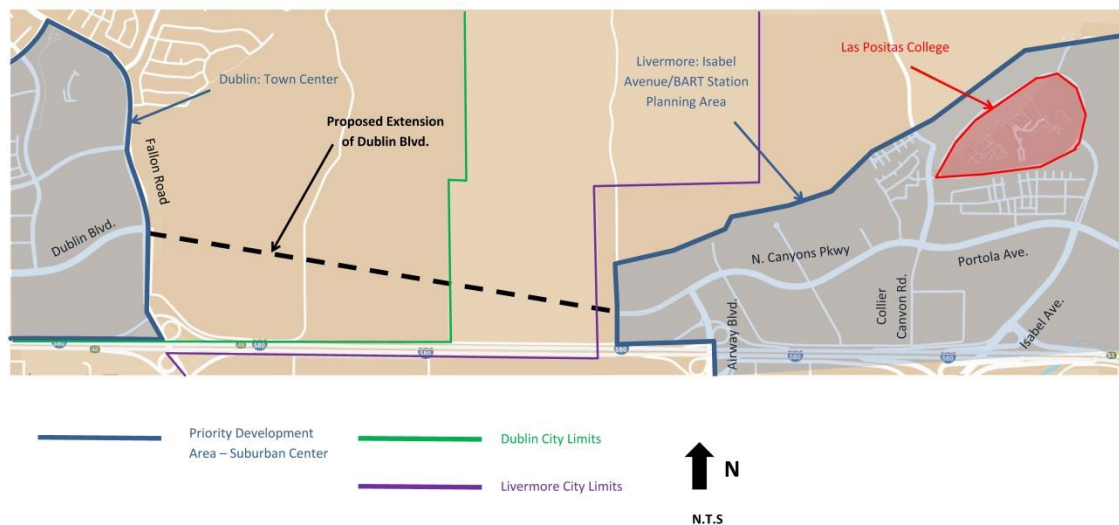
The existing Dublin Boulevard in the City of Dublin is comprised of four to six lane arterial facility connecting Dublin's Downtown area to the west and partially developed Eastern Dublin area to the east. It carries approximately 30,000 vehicles/day Average Daily Traffic (ADT) in the Dublin Downtown area. The ADT drops to 20,000 vehicles/day near its current easterly terminus at Fallon Road (See Vicinity Map – Figure 1). I-580 freeway runs parallel to this roadway to the south and access to the freeway is provided by on and off ramps along the north-south oriented roadways that bisect Dublin Boulevard.

These north-south oriented roadways provide access to City of San Ramon and/or Contra Costa County to the north and the City of Pleasanton to the south. Dublin Boulevard is designated as the official truck route in the City of Dublin in the east-west direction.

As shown in the Vicinity Map, Dublin Boulevard in Dublin traverses through three (3) Priority Development Areas (PDAs), and various residential, commercial and office areas. Two (2) of the PDAs are located at the two Tri-Valley BART stations, namely; West Dublin/Pleasanton BART Station and (East) Dublin/Pleasanton BART Station. It provides direct connectivity to Camp Parks RFTA; Regional Iron Horse Trail; and various residential and commercial land uses.

WHEELS buses operated by Livermore Amador Valley Transit Authority (LAVTA) provide transit service along this corridor with transit priority at various traffic signals, including a transit Queue Jump at the intersection of Dougherty Road. Bike lanes currently exist along most of Dublin Boulevard as well contiguous sidewalks.

FIGURE 1
Proposed Extension of Dublin Boulevard – North Canyons Parkway



North Canyons Parkway Corridor:

North Canyons Parkway in the City of Livermore is a four to six lane arterial facility which bisects the Isabel BART Station PDA and provides access to commercial, industrial, and residential development, and educational facilities. There are nearly 800 existing and 500 approved multi-family units located adjacent to North Canyons Parkway. Additionally, two schools are accessed directly from North Canyons Parkway, including Las Positas Community College which has a student population of 8,500 and nearly 500 employees, and Livermore Valley Charter K-8 with approximately 1,000 students. The City is also working with BART and others on a proposed extension along the I-580 median to Livermore with a platform at Isabel Avenue/I-580. Livermore is also preparing the Isabel Neighborhood Plan which would include a mix of uses with approximately 4,000 new residential units and about 10,000 jobs.

North Canyons Parkway changes name to Portola Avenue and crosses over I-580 to intersect with N. Livermore Avenue near the Downtown. North Canyons Parkway carries approximately 14,000 vehicles per day near Constitution Drive. WHEELS provides transit service along North Canyons Parkway, serving local businesses and Las Positas College.

Considerations:

Provide Multimodal Access - The proposed study needs to comprehensively evaluate the multimodal connectivity of five (5) PDAs and several residential and commercial land uses, schools, BART stations, and regional trail system. It is anticipated that the City will work with Alameda County Transportation Commission (ACTC) and the MTC to modify the current project in the RTP. Information from this study will be used to update the project elements in the RTP.

Reliever Route for I-580 - Existing Dublin Boulevard is considered as a reliever route for I-580 in the City of Dublin's General Plan. The proposed project is intended to extend this parallel freeway reliever route along the north side of I-580 from San Ramon Road/Foothill Road to State Route 84 at Isabel/I-580 interchange.

It is the intent of this study to capture various planning and engineering projects in the area and to ensure a coordinated approach is adhered to in developing the proposed Dublin Boulevard extension to North Canyons Parkway. This Study will specifically need to coordinate with the ACTC's Capital Project Delivery Plan's project named as the I-580 Freeway Corridor Management System project. The ACTC led project will review the needs for freeway access improvement projects in conjunction with the proposed extension of Dublin Boulevard extension to North Canyon's Parkway.

Process and General Conditions

1. Proposers shall submit four (4) original proposals and one electronic copy to:

Ms. Nancy McDonnell
Management Analyst II
100 Civic Plaza
Dublin, CA 94568

nancy.mcdonnell@dublin.ca.gov

Electronic copies shall be submitted by emailed PDF, on CD or USB flash drive. Hardcopies (4) must be mailed to the address listed above.

2. Deadline for submitting the proposal is Friday, July 8, 2016, at 4:00 p.m. to the Public Works Department at 100 Civic Plaza, Dublin, CA 94568. Postmarks will not be accepted.
3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each proposal shall be limited to a maximum of 30 pages, single-sided, using minimum 12 point font size. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Schedule for RFP Process

Friday, June 10	Request for Proposals mailed to consultants.
Friday, June 17	Deadline to submit questions to City of Dublin
Friday, June 24	Addendum posted, if required
Friday, July 8	Proposals are due no later than 4:00 PM on July 8 at the offices of the City of Dublin, Public Works Department, 100 Civic Plaza, Dublin, CA 94568. Late submittals will not be accepted.
Wednesday, July 27	Interview firms (optional)
Tuesday, September 6	Consulting Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFP Submittal Requirements

Please prepare and organize your Statement of Qualification based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Statement of Qualification. Please note however that the RFQ submittal is limited to **30 pages maximum** single sided (excluding resumes), and should be submitted on 8 ½ x 11 paper, in 12-point font. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Interested firms are requested to submit four (4) bound, and one electronic copy of their Proposal as follows:

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide consulting services for a preliminary engineering study. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within document and not as a separate page.
2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.
3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the services outlined in this request for qualification. Please include a brief description of the work performed and the role your firm performed.
4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project in time and budget.
5. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating the clear understanding of the requested work.
6. Provide a project schedule.
7. Present proposed project budget, to include a compensation rate schedule for services.
8. Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

Please provide copies of your Proposal to City offices **no later than Friday, July 8, 2016 by 4:00 p.m.** The entire Proposal (excluding resumes) should be a maximum of 30 pages. Submittals should be addressed as follows:

City of Dublin, Public Works Department
Attention: Nancy McDonnell
City of Dublin
100 Civic Plaza
Dublin, California 94568

Post-marked packages dated on the specified proposal due date will NOT be accepted. Any Proposal submitted after the stated deadline will not be accepted for consideration.

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin in September of 2016 and expire on June 30, 2017.

A sample of the City's Standard Consulting Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested firm is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at <http://www.fppc.ca.gov/Form700.html>.

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice

setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

Governing Law

This RFP summarizes the applicable laws and governance; when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

Insurance Requirements

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements:

General Liability Insurance	\$1,000,000
Automobile Liability Insurance	\$1,000,000
Professional Liability Insurance	\$1,000,000
Workers' Compensation Insurance	\$1,000,000

References

Contractor must include three (3) references for which the company has provided services similar to those described in this RFP. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract.

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. The subcommittee will use a forced ranking process (please see Attachment B, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Proposal.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

Selection of Consultant

Submitted Proposals will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the proposal.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the consultant services for this project.

Attachment A

Standard Consulting Services Agreement

CONSULTING SERVICES AGREEMENT BETWEEN

THE CITY OF DUBLIN AND

[NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and _____ ("Consultant") as of _____, 20__.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Contract shall be more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
 - Daily logs of total hours worked by each individual performing work under this Contract
 - Hours must be logged in increments of tenths of an hour or quarter hours
 - If this Contract covers multiple projects, all hours must also be logged by project assignment
 - A brief description of the work, and each reimbursable expense
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or

subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;

- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule:

2.6 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed (\$). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Consultant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to City of such cancellation, change, or lapse.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor

Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 ("any auto").

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The policy must contain a cross liability or severability of interest clause.

4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes

the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

4.4.3 Subcontractors. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Consultant agree to be bound to Consultant and the City in the same manner and to the same extent as Consultant is bound to the City under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the City.

4.4.4 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.4.5 Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention

provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the City.

4.4.6 Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

4.4.7 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. To the maximum extent allowed by law, Consultant shall indemnify, keep and save harmless the City, and City Councilmembers, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by a negligent act or omission or wrongful misconduct of the Consultant or its employees, subcontractors or agents. Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the City or any of the other individuals enumerated above in any such action, Consultant shall, at its expense, satisfy and discharge the same. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount

provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees

to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at <http://www.fppc.ca.gov/Form700.html>.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

<hr/> Seal and Signature of Registered Professional with report/design responsibility.
--

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY OF _____

CONSULTANT

[NAME, TITLE]

[NAME, TITLE]

Attest:

[NAME], City Clerk

Approved as to Form:

[NAME], City Attorney

EXHIBIT A

SCOPE OF WORK

Dublin Boulevard-North Canyons Parkway Extension

Preliminary Engineering Study

The Project

The City of Dublin, in concert with The City of Livermore, wishes to engage a Consultant to assist with the preliminary engineering study for the Dublin Boulevard extension. The study would help develop an preliminary design in order to establish a preferred horizontal and vertical design alignment (Precise Alignment) for the segment of Dublin Boulevard from the intersection of Fallon Road in Dublin to North Canyons Parkway and Doolan Road intersection in Livermore. As part of this study, the selected Consultant will also recommend the needed number of travel lanes on this roadway to accommodate the full build-out scenario of 2040 horizon year. It should be noted the proposed extension will traverse unincorporated Alameda County, requiring and coordination with the County on various aspects of the scope of work.

The Consultant will use the current General Plans of the Cities of Dublin, Livermore, and Alameda County to develop the roadway alignment that would incorporate future roadway connectivity of all planned roadways in the area, to this new roadway. An appropriate level of environmental review will also be required to enable Dublin, Livermore and Alameda County to update their General Plans as well as gain approval of a Precise Alignment Ordinance by their respective governing bodies. The Study will include the accommodation of multimodal travel along this roadway and will consider the potential of adding a higher frequency transit system in dedicated lanes.

Overall Project Objectives:

- Maintain I-580 reliever route along the north side of the freeway.
- Improve overall mobility, access, connectivity, safety and efficiency of the multimodal transportation system for all users, including goods movement.
- Class I or Class IV bike facilities
- Consider dedicated lanes for transit service where feasible. Assess long term sustainability of the transit system along the corridor.

Project Tasks:

The below tasks are a general indication of the work scope. The Consultant is encouraged to review this RFP and provide any additional tasks that may enhance the final product.

TASK A: PROJECT COORDINATION

1. Stakeholder Coordination

Consultant will engage the City of Dublin, the City of Livermore and the Alameda County Public Works to establish a clear understanding of project goals, schedule and various design parameters as described in Task B - Design Constraints. Coordination will occur through an initial kick-off meeting, up to four (4)

additional coordination / initial design review meetings and through on-going e-mail/phone communication. Coordination will include, but not be limited to:

- Project schedule
- Total project limits within Cities and County
- Consideration of potential project phasing / integration between Cities and County
- Ultimate roadway alignment width, design standards and amenities in Cities and County
- Right-of-way acquisition concerns
- Environmental Concerns
- Design/Cost Concerns

2. Coordination with other Agencies and Land Owners

Consultant will coordinate with other agencies such as Corps of Engineers, California Fish and Wild Life, San Francisco Regional Water Quality Control Board, PG&E, Zone 7, etc. in a preliminary capacity to determine enough information to inform programmatic cost estimating. Since there are private property owners along the proposed extension limits, Consultant will be required to coordinate with private property owners. It is anticipated that at least two (2) public meetings be conducted to engage the community and land owners on the proposed extension project and gain understanding on Right Of Way issues and costs.

3. Precise Alignment Cost/Benefit evaluation

Consultant will coordinate with Cities of Dublin and Livermore and Alameda County to provide a rough cost/benefit evaluation of the proposed alternative precise alignments generated by the preliminary design effort in Task C below. A summary of the estimated cost / benefit evaluation will be provided to the Cities and Alameda County for their consideration of the proposed precise alignment. The evaluation will include such design elements as: right-of-way constraints/availability, grading/retaining wall needs/costs, location and number of bridges/culverts over drainages, Resource Agency permitting constraints/advantages.

4. CEQA/NEPA Coordination

Consultant's CEQA expert will coordinate with the Cities of Dublin and Livermore and the Alameda County on CEQA related issues. In the event Federal dollars are utilized, NEPA level analysis will also be required.

Task A - Deliverables

- a) Cost/Benefit Evaluation Summary
- b) Attend approximately six (6) Meetings

TASK B: PRELIMINARY RIGHT-OF-WAY ANALYSIS & BASE MAPPING / DESIGN CONSTRAINTS

1. Base Mapping

- Research and review of record documents, title reports, etc. to determine limits of parcels adjacent to existing and proposed roadway alignment.
- Evaluate available topography information and collect additional, if needed. It is assumed that the resolution of the topography will at least be six (6) inches vertical with one (1) foot contours.
- Develop base mapping of parcels adjacent to roadway alignment and generate right-of-way base map file in AutoCAD.

2. Preliminary Right-of-Way Analysis

- Based on preliminary horizontal and vertical design alignments developed in Task C below, determine the project needs for right-of-way acquisition as well as temporary and permanent easements for grading and construction.
- Generate preliminary right-of-way acquisition summary and exhibits, graphically depicting right-of-way take areas and acreages, as well as required easement limits/areas. All acquisitions will be evaluated and identified on the Right Of Way Analysis Map.

3. Design Constraints

Consultant will perform the following evaluations prior to the preliminary design to identify and summarize potential Design Constraints and to confirm design parameters:

- Confirm total project limits and tie-in locations.
- Incorporate Traffic Modeling analysis results as prepared under TASK E.
- Develop conceptual roadway plan, profile and cross sections to accommodate required traffic lanes, bicycle and pedestrian facilities, and transit, incorporating appropriate design standards from Cities and County. Include an option for dedicated bus lanes.
- Confirm ultimate roadway width and cross section specifics in both Cities and the County.
- Determine where potential roadway width transitions will occur.
- Incorporate Right-of-way constraints and/or specific acquisition concerns.
- Confirm horizontal and vertical design criteria, design speeds and roadway standards between Cities and the County.
- Environmental Limitations – Based on the preliminary horizontal and vertical design in Task C, identify the approximate project limits of grading disturbance and estimate the approximate acreage and Cubic Yards of disturbance of potential environmental impact area. This environmental evaluation effort will be integrated with the preliminary design such that design modifications that can potentially reduce the impact area can be identified and incorporated into the preliminary design.
- Limitations and areas of opportunity for Storm Water Quality Management. Evaluation of the preliminary design and surrounding topography, property ownership, etc. to identify areas of constraint and areas of opportunity for conveying and treating storm water runoff to meet current Municipal Regional Permit – C.3 requirements. It will include preliminary calculations of total proposed impervious surface area and rule-of-thumb sizing for required water quality treatment area.
- Consideration of existing utilities and evaluation of potential constraints on roadway alignment.
- Provide preliminary information of available Rule 20 funding.
- Wetlands?

Task B - Deliverables

- a) Project Base Map
- b) Project Constraints Map
- c) 65% & 100% Preliminary ROW Analysis Map
- d) Cross section

TASK C: PRELIMINARY DESIGN & COST ESTIMATE

1. Preliminary Design

The preliminary engineering design effort at this time will be prioritized to focus on the critical design elements for the roadway that are required to assess right-of-way needs and develop estimated project costs, as well as establish the foundation of the basis of design report that will be used in the future final design of the roadway. The preliminary design will focus on the following:

- Identify and document range of horizontal alignments considered.
- Modify / refine horizontal alignment to generate preferred horizontal alignment.
- Develop conceptual vertical alignment alternatives – prepare up to three vertical alignment alternatives, based on the confirmed horizontal alignment.
- Evaluate earthwork and grading impacts for each of the three vertical alignment alternatives.
- Evaluate / refine vertical alignments applying design constraints and analysis described in Task B above to generate preferred preliminary vertical alignment.
- Prepare preliminary design plan and profiles for preferred horizontal / vertical alignment.
- Develop preliminary precise plan lines

2. Cost Estimate

Consultant will use the completed preliminary design in conjunction with the right-of-way analysis and design constraints evaluation to prepare a cost estimate. The cost estimate will provide an order of magnitude cost of construction for the ultimate Dublin Boulevard/ North Canyons Parkway alignment improvements.

Task C - Deliverables

- a) 65% & 100% Preliminary Precise Plan Line
- b) 65% & 100% Conceptual Plan and Profile
- c) Cross sections every 100 feet and at key locations
- d) Memo summarizing alternatives, analysis and preferred alignment selection
- e) Cost Estimate

TASK D: PREPARE APPROPRIATE CEQA/NEPA ANALYSIS

This task will require additional coordination with staff and a determination will need to be made on the need to conduct a NEPA analysis in addition to the CEQA. **Consultant is encouraged to provide an alternate task for conducting a NEPA analysis as part of the proposal.** For cost estimation purpose this task may include the following general items:

1. Initial Study: An Initial Study will be needed for the proposed project that will include a discussion of all topics identified in the CEQA checklist. A comprehensive and understandable project description will be prepared that will include a location map, description of project area, a detailed summary of previous CEQA documents, description of the proposed project, requested approvals and other features associated with the project. There will also be a listing of other required governmental agency permits that may be needed to implement the project.

An Administrative Draft Initial Study will be prepared and reviewed with Cities of Dublin and Livermore, and the Alameda County staff.

2. Final Study:

Consultant will make the necessary changes in the Administrative Draft based on staff comments and a final Initial Study will be prepared.

3. Project EIR:

Given the several unknowns related to the environmental issues, it is assumed that a project EIR will be needed. Selected Consultant will be required to prepare a separate Scope of Work for this Task. Consultant should assume the EIR Circulation to the State Clearinghouse as well as circulation to potentially affected local and regional agencies. Any comments received will need responses.

As part of this effort, Consultant will also prepare the Notice of Intent to Adopt the EIR and provide a suggested list of agencies to receive the document. Consultant will also transmit the EIR to the State Clearinghouse. Consultant will also respond to comments received during the 45-day public notice period and prepare the required Mitigation Monitoring and Reporting Program (MMRP).

Task D - Deliverables

- a) Draft and Final Initial Study
- b) Draft and Final EIR

TASK E: DEVELOP ULTIMATE ROADWAY CAPACITY

Consultant will conduct a traffic study to determine the number of lanes needed to operate Dublin Boulevard/North Canyons Parkway extension at the full build-out of the surrounding area while maintaining the functional and operating standards of Dublin, Livermore and Alameda County. The study will be conducted in collaboration with Cities of Dublin and Livermore, and Alameda County staff.

Consultant will review background and land use information pertaining to all proposed future developments in the vicinity of the Project. Both cities of Livermore and Dublin have their Travel Demand Models, as well as Alameda County. Consultant will work with staff from the Cities of Dublin and Livermore, and Alameda County staff to determine the best Travel Demand Model to use for the analysis. Consultant will develop forecasts for the future 2025, and 2040 traffic volumes for the roadway segment analysis.

This task includes the following basic elements:

- Review land use and background information including review of all relevant policies, Action Plans, General/Specific Plans, Traffic Impact Fees, etc. The task deliverables will address any required changes to a specific document as well as key steps that staff must follow to implement those changes to documents.
- Conduct future 2025 and 2040 traffic forecast for the extension project using the agreed upon Travel Demand Model. It should be assumed that traffic data will need to be collected. Data collection efforts will be coordinated with appropriate staff from Dublin, Livermore and Alameda County.
- Use the 2025 and 2040 model results to conduct level of service analysis for key intersections (assume up to ten intersections) that are likely to be impacted by this extension project. Synchro model will be used for this analysis.
- Prepare a draft technical report describing Consultant's findings and recommendations.
- Finalize the technical Report in response to staff comments.

EXHIBIT B

COMPENSATION SCHEDULE

City shall pay Consultant for work to be performed pursuant to this Agreement per the Rate/Fee Schedule attached hereto as EXHIBIT C.

Consultant shall invoice City no more than once monthly for work hours completed during the previous month. Invoices shall include the following level of detail: contract number; invoice period; detailed description of work completed; hours worked by employee; name of consultant's staff and their respective rate; invoice total for period as well as subtotal and contract remaining balance.

City shall have the right to withhold payment if City determines that the quantity or quality of work performed is unacceptable.

Remit Invoice to:

City of Dublin
Public Works Department
100 Civic Plaza
Dublin, CA 94568

Attachment B

City of Dublin
Forced Ranking Rating Sheet
2014 On-Call Engineering Services Consultants

Instructions: After each review, write the name of the candidates in the boxes in ranked order of 1 through 5, with the number 1 candidate in the left column being the most qualified candidate. For example, candidate Smith's name would be in the Rank 1 box after the first review, since that firm would be the only candidate so far. After candidate Jones is reviewed in the second review, then decide which of the two candidates – Smith or Jones – should be ranked #1 and #2. As reviews continue, re-rank the applicants as appropriate.

[illegible]

Proposal Category (circle one):

Civil Design/PM	Development Review	Surveying	Transportation Planning	Traffic
Engineering	Drafting/CAD			

Rater Name: _____